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United States District Court
Central District of California

11 METROPOLITAN LIFE INSURANCE
12 COMPANY,

13 Plaintiff-in-Interpleader,

14 v.

15 KRISTINA TRUJILLO, ALEC
16 TRUJILLO, TERA TRUJILLO, and
MICHELE TRUJILLO,

17 Defendants-in-Interpleader.

Case No 2:18-CV-09577-ODW (JPRx)

**ORDER GRANTING MICHELE
TRUJILLO'S MOTION FOR
SUMMARY JUDGMENT [59]**

18 **I. INTRODUCTION**

19 Before the Court is a Motion for Summary Judgment ("Motion") filed by
20 Defendant-in-Interpleader Michele Trujillo.¹ (Mot. Summ. J. ("Mot."), ECF No. 59.)
21 The Motion was fully briefed as of January 27, 2020. (Kristina Trujillo's Opp'n to
22 Mot. ("Opp'n"), ECF No. 63; Reply in Supp. of Mot., ECF No. 65.)² The Court
23 initially denied the Motion because Michele failed to authenticate critical evidence.
24 (Order Den. Mot. ("MSJ Order"), ECF No. 67.) Michele then moved the Court to
25 reconsider the MSJ Order, arguing in part that her counsel's authentication errors were
26 excusable neglect. (Michele's Mot. for Recons. ("Recons. Mot."), ECF No. 70.)

27 ¹ As all Defendants-in-Interpleader share the same surname, the Court respectfully refers to their
28 given names.

² Only Defendant-in-Interpleader Kristina Trujillo opposed the Motion.

1 Michele contemporaneously submitted declarations and a request for judicial notice
 2 purporting to authenticate the Motion's underlying evidence. (Decl. of Goldy Berger
 3 ("Berger Decl."), ECF No. 70-1; Decl. of Michele Trujillo, ECF No. 70-2; Michele's
 4 Req. Jud. Notice ("RJN"), ECF No. 71.) Kristina opposed the Reconsideration
 5 Motion, and Michele replied. (Kristina's Opp'n to Recons. Mot., ECF No. 73; Reply
 6 in Supp. of Recons. Mot., ECF No. 75.) On June 1, 2020, the Court granted the
 7 Reconsideration Motion pursuant to the Court's inherent authority and Federal Rule of
 8 Civil Procedure 54(b), stating that it would reconsider the Motion in light of evidence
 9 now properly before the Court. (Order Granting Recons. Mot. ("Recons. Order"),
 10 ECF No. 79.)

11 Having carefully considered the papers filed in connection with the Motion, the
 12 Court deems the matter appropriate for decision without oral argument. Fed R. Civ.
 13 P. 78; C.D. Cal. L.R. 7-15. For the reasons discussed below, the Court **GRANTS** the
 14 Motion. (ECF No. 59.)

15 II. BACKGROUND

16 Michele and Victor Trujillo ("Decedent") were married for seventeen years and
 17 had two children together, Alec and Tera. (*See* Mot. 8.) They divorced in 2012. (*See*
 18 RJN Ex. 1 ("Dissolution J."), ECF No. 71.) Their Dissolution Judgment, signed by
 19 Michele and Decedent as well as the Los Angeles Superior Court of California,
 20 required Decedent to maintain a life insurance policy in Michele's favor with a benefit
 21 of \$400,000. (Dissolution J. ¶¶ 4.5.1–2.) Beginning in August 2016, the required
 22 benefit would reduce each year by \$25,000 until it reached \$300,000. (*Id.* ¶¶ 4.2,
 23 4.5.1.) This obligation was "non-modifiable until [Decedent] retire[d] or the parties
 24 commence[d] receiving [Decedent's] retirement payments." (*Id.* ¶¶ 4.5.1–2.)³

25 ³ Specifically, the Dissolution Judgment provides:

26 As additional (though non-deductible) spousal support, and as security for future
 27 spousal support and the [Los Angeles County Employees Retirement Association
 28 ("LACERA")] pension, [Decedent] is ordered to maintain in full force and effect his
 presently existing policy or policies of life insurance or an equivalent policy or
 policies with a total death benefit of not less than \$400,000.00. The total death

1 The Dissolution Judgment further provides, “Each party is ordered to promptly
 2 notify the other in writing when, for any reason set forth in this Judgment, the other’s
 3 liability for support of any kind or maintenance of any insurance policy or payment
 4 of any obligation is terminated or reduced.” (*Id.* ¶ 4.9.) The Dissolution Judgment
 5 states it is the “final, complete and exclusive Judgment of the parties concerning the
 6 subject matters covered[,] and the rights and duties set forth may not be waived,
 7 altered, amended, or modified except by an instrument in writing executed by the
 8 parties.” (*Id.* ¶ 1.12.)

9 Plaintiff-in-Interpleader Metropolitan Life Insurance Company (“MetLife”)
 10 issued a life insurance policy to Decedent’s employer, the Los Angeles County
 11 Sheriff’s Department, with an individual certificate to Decedent. (*See* Mot. Ex. A
 12 (2011 MetLife Group Variable Universal Life Insurance Policy (the “Policy”)), ECF
 13 No. 59-1; *see also* Berger Decl. ¶ 5.) On June 5, 2018, shortly before his death,
 14 Decedent changed the Policy’s beneficiary designation, thereby removing former wife
 15 Michele and instead designating his second wife Kristina for 60% of the Policy
 16 benefit, his adult son Alec for 20%, and his adult daughter Tera for 20%. (Michele’s
 17 Statement of Uncontroverted Facts (“SUF”) 2, ECF No. 59; Mot. Ex. D (“MetLife
 18 Beneficiary Designation Form”), ECF No. 59-1; *see also* Berger Decl. ¶ 8.) Decedent
 19 died four days later on June 9, 2018. (SUF 1.)

20 Upon Decedent’s death, a \$980,000 benefit on the Policy became payable to the
 21 proper beneficiary. (SUF 2; *see generally* Policy.) Kristina, Alec, and Tera claimed
 22 their respective portions of the total benefit pursuant to the June 5, 2018 beneficiary
 23

24 benefit of the policy shall be reduced by \$25,000.00 each year once [Decedent]’s
 25 spousal support obligation is reduced to zero [on August 1, 2016], however the total
 26 death benefit of the policy shall remain at \$300,000.00 until such time as [Decedent]
 27 retires or the parties commence receiving the retirement payments from LACERA,
 28 whichever shall first occur. Once [Decedent] retires and [Michele] is eligible to
 receive retirement payments from LACERA[,] [Decedent’s] obligation to maintain
 any life insurance shall terminate.

(Dissolution J. ¶¶ 4.2, 4.5.1.)

1 designation. (*See* Compl. ¶¶ 12, 17, ECF No. 1.) Michele also claimed \$350,000 of
 2 the total Policy benefit pursuant to the Dissolution Judgment, on the basis that neither
 3 of the conditions that would have allowed Decedent to remove her as beneficiary had
 4 occurred. (Compl. ¶¶ 16, 18.) In light of the competing claims, MetLife paid
 5 Kristina, Alec, and Tera their respective percentages of the *uncontested* \$630,000⁴
 6 Policy benefit—\$378,000 to Kristina (60% of \$630,000); \$126,000 to Alec (20% of
 7 \$630,000); and \$126,000 to Tera (20% of \$630,000). It then initiated this interpleader
 8 action against the four Defendants-in-Interpleader Michele, Kristina, Alec, and Tera,
 9 regarding disposition of the \$350,000 *contested* Policy benefit. (*See* Compl. ¶ 16, 22,
 10 29.)⁵

11 Kristina asserted Cross-Claims: first, Kristina seeks Declaratory Relief that she
 12 is entitled to 60% of the entire policy benefit and that any fees or costs arising from
 13 this action must be paid from the remaining 40%; and second, Kristina asserts a claim
 14 for Money Had and Received against Alec and Tera, asserting that she is entitled to
 15 their portions of the benefit as well, if for any reason this Court finds the June 5, 2018
 16 beneficiary designation invalid. (*See* Kristina’s Cross-Claim, ECF No. 19.) No other
 17 Defendant-in-Interpleader asserted claims.

18 Michele moves for summary judgment on the grounds that the undisputed facts
 19 establish she is entitled to the contested funds as a matter of law. (*See* Mot.)

20 III. LEGAL STANDARD

21 A court “shall grant summary judgment if the movant shows that there is no
 22 genuine dispute as to any material fact and the movant is entitled to judgment as a
 23 matter of law.” Fed. R. Civ. P. 56(a). The burden of establishing the absence of a
 24 genuine issue of material fact lies with the moving party, *see Celotex Corp. v. Catrett*,
 25

26 ⁴ \$980,000 total Policy benefit – \$350,000 contested benefit = \$630,000 uncontested benefit.

27 ⁵ After MetLife deposited \$360,969.86 in contested Policy benefit with the Court, the Court
 28 dismissed MetLife from this action. (Financial Entry, ECF No. 51; Order Granting Discharge &
 Dismissal, ECF No. 62.) The deposited amount constitutes the \$350,000 in dispute plus interest
 accrued at the time of the deposit. (*See* Notice of Deposit, ECF No. 48.)

1 477 U.S. 317, 322–23 (1986), and the court must view the facts and draw reasonable
2 inferences in the light most favorable to the nonmoving party. *Scott v. Harris*, 550
3 U.S. 372, 378 (2007); *Addisu v. Fred Meyer, Inc.*, 198 F.3d 1130, 1134 (9th Cir.
4 2000). A disputed fact is “material” where the resolution of that fact might affect the
5 outcome of the suit under the governing law, and the dispute is “genuine” where “the
6 evidence is such that a reasonable jury could return a verdict for the nonmoving
7 party.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). Conclusory or
8 speculative testimony in affidavits is insufficient to raise genuine issues of fact and
9 defeat summary judgment. *Thornhill Publ’g Co. v. GTE Corp.*, 594 F.2d 730, 738
10 (9th Cir. 1979). Moreover, though the Court may not weigh conflicting evidence or
11 make credibility determinations, there must be more than a mere scintilla of
12 contradictory evidence to survive summary judgment. *Addisu*, 198 F.3d 1134.

13 Once the moving party satisfies its burden, the nonmoving party cannot simply
14 rest on the pleadings or argue that any disagreement or “metaphysical doubt” about a
15 material issue of fact precludes summary judgment. *See Celotex Corp.*, 477 U.S.
16 at 322–23; *Matsushita Elec. Indus. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986);
17 *Cal. Architectural Bldg. Prods., Inc. v. Franciscan Ceramics, Inc.*, 818 F.2d 1466,
18 1468 (9th Cir. 1987). A “non-moving party must show that there are ‘genuine factual
19 issues that properly can be resolved only by a finder of fact *because they may*
20 *reasonably be resolved in favor of either party.*’” *Cal. Architectural Bldg. Prods.*,
21 818 F.2d at 1468 (quoting *Anderson*, 477 U.S. at 250). “[I]f the factual context makes
22 the non-moving party’s claim implausible, that party must come forward with more
23 persuasive evidence than would otherwise be necessary to show that there is a genuine
24 issue for trial.” *Id.* (citing *Matsushita Elec. Indus.*, 475 U.S. at 586–87).
25 “[U]ncorroborated and self-serving” testimony will not create a genuine issue of
26 material fact. *Villiarimo v. Aloha Island Air, Inc.*, 281 F.3d 1054, 1061 (9th Cir.
27 2002).

1 IV. REQUESTS FOR JUDICIAL NOTICE AND OBJECTIONS

2 Michele asks the Court to take judicial notice of (1) the Dissolution Judgment,
 3 and (2) a Stipulated Domestic Relations Order addressing division of Decedent's
 4 LACERA benefits ("Stipulated Order"), also issued in the state court divorce
 5 proceedings, which the Dissolution Judgment incorporates by reference. (*See* RJN;
 6 Dissolution J. ¶ 6.7.2; RJN Ex. 2 ("Stip. Order"), ECF No. 71.) A court may take
 7 judicial notice of court filings and other matters of public record. *Harris v. Cnty. of*
 8 *Orange*, 682 F.3d 1126, 1132 (9th Cir. 2012) (noting that a court may take judicial
 9 notice of "undisputed matters of public record"); *Reyn's Pasta Bella, LLC v. Visa*
 10 *USA, Inc.*, 442 F.3d 741, 746 n.6 (9th Cir. 2006) (taking judicial notice of pleadings,
 11 memoranda, and other court filings); *see also United States v. Black*, 482 F.3d 1035,
 12 1041 (9th Cir. 2007) (noting judicial notice of proceedings in other courts is proper "if
 13 those proceedings have a direct relation to matters at issue."). Because the documents
 14 in Michele's RJN fall into the aforementioned categories, the Court **GRANTS**
 15 Michele's RJN. The Court does not, however, take judicial notice of reasonably
 16 disputed facts in the judicially noticed documents. *Lee v. City of Los Angeles*, 250
 17 F.3d 668, 688–89 (9th Cir. 2001).

18 Kristina requests judicial notice of a Notice of Electronic Filing and of Orders
 19 in this action. (*See* Kristina's RJNs, ECF Nos. 66-1, 73-5.) The Court **DENIES**
 20 Kristina's RJNs because the Notice of Electronic Filing is not relevant to the
 21 disposition of the Motion, and the Court need not take judicial notice to consider its
 22 own Orders in this matter.

23 Next, Kristina objects to certain evidence offered by Michele. (Kristina's Evid.
 24 Objs., ECF Nos. 63-2, 73-3.) The Court **OVERRULES** all boilerplate objections.
 25 (*See* Scheduling and Case Mgmt. Order 8–9, ECF No. 49.) To the extent the Court
 26 relies on evidence to which Kristina has objected, the Court **OVERRULES** the
 27 relevant objections. *Burch v. Regents of Univ. of Cal.*, 433 F. Supp. 2d 1110, 1118–19
 28 (E.D. Cal. 2006) ("[O]bjections to evidence on the ground that it is irrelevant,

1 speculative, and/or argumentative, or that it constitutes an improper legal conclusion
 2 are all duplicative of the summary judgment standard itself.”). As to the remaining
 3 objections, the Court need not rule on them because it does not rely on the disputed
 4 evidence.

5 **V. DISCUSSION⁶**

6 Michele moves for summary judgment on the ground that she is entitled to the
 7 contested funds pursuant to the Dissolution Judgment. (*See generally* Mot.) She
 8 argues the Dissolution Judgment obligated Decedent to maintain a life insurance
 9 policy in her favor until (1) he retired or (2) both Decedent and Michele began
 10 receiving his LACERA retirement payments—neither of which occurred before
 11 Decedent passed—and that the required benefit at the time of Decedent’s death was
 12 \$350,000. (*See* Mot. 25; SUF 7.) Kristina does not appear to dispute that Decedent
 13 was required to maintain a life insurance policy in favor of Michele until he retired or
 14 that the value of the benefit to Michele at the time of Decedent’s death was \$350,000.
 15 (*See* Opp’n 10; *see also* Kristina’s Statement of Genuine Disputes (“SGD”) 7, ECF
 16 No. 63-4.) Instead, Kristina argues that Decedent *had* retired before his death and that
 17 Michele began receiving the retirement payments as of the date of Decedent’s death.
 18 (*See* Opp’n 12–14, 15–17.) Consequently, according to Kristina, Michele is not
 19 entitled to the life insurance benefit, and Kristina recovers 60% of the contested funds
 20 per the beneficiary designation. (*See* Opp’n 12–14; SGD 7.)

21 As discussed below, the undisputed facts and evidence establish that Michele is
 22 correct: (A) Decedent was required to maintain a life insurance policy in Michele’s
 23 favor until (1) he retired or (2) both he and Michele began receiving his retirement
 24 payments, and (B) neither terminating event occurred before his death. Therefore,
 25 Michele is entitled to the contested proceeds. *See In re Marriage of O’Connell*, 8 Cal.

26
 27 ⁶ The Court is compelled to note that both Kristina and Michele submit papers that are disorganized,
 28 nonsensical, and at times incoherent. Both Kristina and Michele raise facts and arguments irrelevant
 to the issue at hand and make unsupported requests. Here, the Court focuses on the relevant issue—
 the proper recipient of the disputed funds—and disregards extraneous matters.

1 App. 4th 565, 577 (1992) (explaining that a court-ordered beneficiary is entitled to
 2 recover insurance proceeds even where the insured ignores the court order); *Wright v.*
 3 *Wright*, 276 Cal. App. 2d 56, 59–61 (1969) (finding that decedent’s children and
 4 former wife were entitled to recover where the divorce property settlement agreement
 5 required decedent to maintain life insurance policies in their favor, but decedent had
 6 cashed out and cancelled the policies instead).

7 **A. Terms Governing Disbursement of Contested Funds**

8 “Marital settlement agreements incorporated into a dissolution judgment are
 9 construed under the statutory rules governing the interpretations of contracts
 10 generally.” *State Farm Life Ins. Co. v. Brockett*, 737 F. Supp. 2d 1146, 1152 (E.D.
 11 Cal. 2010) (quoting *In re Marriage of Iberti*, 55 Cal. App. 4th 1434, 1439 (1997)); *see*
 12 *also In re Verner*, 77 Cal. App. 3d 718, 724 (1978) (“The same rules apply in
 13 ascertaining the meaning of a court order or judgment as in ascertaining the meaning
 14 of any other writing.”). “When the language of the judgment incorporating the marital
 15 settlement agreement is clear, explicit, and unequivocal, and there is no ambiguity, the
 16 court will enforce the express language.” *Brockett*, 737 F. Supp. 2d at 1152 (quoting
 17 *In re Marriage of Iberti*, 55 Cal. App. 4th at 1440). “Summary judgment is
 18 appropriate when the contract terms are clear and unambiguous, even if the parties
 19 disagree as to their meaning.” *Id.* (quoting *United States v. King Features Ent.*, 843
 20 F.2d 394, 398 (9th Cir. 1988)).

21 The Dissolution Judgment plainly required Decedent to maintain a life
 22 insurance policy in Michele’s name until he retired or both he and Michele began
 23 “receiving the retirement payments.” (Dissolution J. ¶¶ 4.5.1–4.5.2.) The requisite
 24 benefit to Michele at the time of Decedent’s death was \$350,000. (*See id.* ¶¶ 4.2,
 25 4.5.1; Compl. ¶¶ 16, 22, 29; SUF 7.) The Dissolution Judgment constituted the “final,
 26 complete and exclusive Judgment” governing disbursement of the disputed funds and
 27 could not be amended “except by an instrument in writing executed by” Decedent and
 28 Michele. (Dissolution J. ¶ 1.12.) The Dissolution Judgment also required Decedent

1 “to promptly notify [Michele] in writing when [his] liability for support of any kind or
2 maintenance of any insurance policy or payment of any obligation [wa]s terminated or
3 reduced.” (*Id.* ¶ 4.9.) Kristina does not point to any “instrument in writing executed”
4 by Decedent and Michele that could relieve either parties’ obligations under the
5 Dissolution Judgment, nor any mutual agreement that could take precedence over their
6 “final, complete and exclusive” agreement. *Lightbourne v. Printroom Inc.*, 122 F.
7 Supp. 3d 942, 948 (C.D. Cal. 2015) (“Faced with this clear and unambiguous
8 contractual language, its interpretation is a question of law, and [plaintiff’s] internal
9 understanding—to the extent it differs—is irrelevant.”).

10 Michele and Kristina both point to text messages and emails, either between
11 Michele and Decedent or among the parties, seemingly to demonstrate Michele and
12 Decedent’s intent underlying the Dissolution Judgment. Yet these text messages and
13 emails came after the Dissolution Judgment and many came after Decedent’s death.
14 These *subsequent* self-authored text messages and emails do not and cannot aid the
15 Court’s interpretation of the Dissolution Judgment’s clear terms. (*See, e.g.*, Mot.
16 Exs. I–M, P, ECF No. 59-1); *Block v. eBay, Inc.*, 747 F.3d 1135, 1138 (9th Cir. 2014)
17 (“If a contract is reduced to writing, the intention of the parties is to be ascertained
18 from the writing alone, the words being interpreted in their ordinary and popular
19 sense, provided that the language is clear and explicit, and does not involve an
20 absurdity.” (internal quotation marks and citations omitted)); *Wright*, 276 Cal. App.
21 2d at 59 (rejecting parties’ arguments regarding intentions underlying property
22 settlement agreement where those intentions were not expressed in the agreement).
23 Hence, despite the parties’ subsequent quarreling and interpretation of its terms, the
24 Dissolution Judgment required Decedent to maintain a life insurance policy for
25 Michele’s benefit, valued according to the terms of the Dissolution Judgment, until
26 (1) he retired or (2) both he and Michele began receiving his retirement payments.

B. Whether A Terminating Condition Occurred

The evidence shows that neither terminating condition occurred. First, Michele submits substantial evidence that Decedent had not retired at the time of his death, including a letter from LACERA verifying that Decedent “passed away in active service” and “did not retire from service before passing away.” (See Mot. Ex. E (“July 3, 2018 LACERA Letter”), ECF No. 59-1, *see also* Berger Decl. ¶ 9.) Michele also submits a series of pension verification forms from LACERA to Kristina—dated December 8, 2018, March 2, 2019, and April 1, 2019, respectively—which list Decedent’s “effective date of retirement” as July 1, 2018. (See Mot. Ex. G (“Pension Verification Forms”), ECF No. 59-1; *see also* Berger Decl. ¶ 11.)

Although Kristina raises several arguments in response, none contradict Michele’s competent evidence that Decedent did not retire before his death. For instance, Kristina points to LACERA records listing Decedent’s retirement date as June 9, 2018—the date of his death—but whether the retirement date is Decedent’s date of death or a subsequent date does not refute that Decedent had not retired *before* his death. Kristina also cites California disability law, Government Code section 31720, to argue Decedent applied for a Disability Retirement Evaluation before he died. (Opp’n 12–14.) But she does not explain how California disability law can contradict that Decedent was in “active service” at the time of his death or how unrealized *eligibility* for retirement based on disability could constitute “retirement” under the Dissolution Judgment. Kristina noting that Decedent “was given Retirement Counseling on 1/16/18” is a similarly disingenuous attempt to introduce a factual dispute where none exists, as retirement counseling in no way establishes that Decedent in fact retired. (Opp’n 14.) Finally, Kristina’s testimony that she does not know when Decedent retired does not contradict Michele’s competent evidence that Decedent remained in active service at the time of his death. (Opp’n 15 (citing Opp’n Ex. 4 (“Kristina Dep.”), ECF No. 63-3).) Accordingly, even

1 drawing all reasonable inferences in Kristina's favor, there is no genuine dispute that
2 Decedent had not retired at the time of his death.

3 Second, there is also no evidence to suggest that Michele or Decedent received
4 retirement payments *before* Decedent's death. In fact, Kristina's own documents
5 establish that Michele received retirement payments *retroactive* to the date of
6 Decedent's death. (Opp'n 8 (citing Opp'n Ex. 14 (August 30, 2018 LACERA letter
7 informing Michele of coming retirement payments retroactive to June 10, 2018), ECF
8 No. 63-3); Opp'n 7, 17 (citing Opp'n Ex. 10 ("Michele Interrog. Resp. No. 16") ("I
9 receive approximately \$4,800.00 per month, which began at the Decedent's date of
10 death."), ECF No. 63-3).) Kristina tries to avoid summary judgment by arguing that
11 discrepancies exist among LACERA's records regarding Decedent's date of
12 retirement because some list June 9, 2018—the day Decedent passed—while others
13 list July 1, 2018. (Opp'n 7–8.) But as above, whether Decedent's retirement date was
14 his date of death or a date thereafter, no evidence suggests that Michele received
15 retirement payments *before* Decedent's death. Thus, even drawing all reasonable
16 inferences in Kristina's favor, there is no genuine dispute that Michele did not receive
17 the retirement payments before Decedent's death.

18 In summary, Michele submits evidence that Decedent was in active service at
19 the time of his death and that neither Decedent nor Michele received his retirement
20 benefits before his death. Kristina presents no evidence to the contrary. Accordingly,
21 Michele is entitled to the contested funds under the terms of the Dissolution
22 Judgment.

1 **VI. CONCLUSION**

2 For the reasons discussed above, the Court **GRANTS** Michele's Motion for
3 Summary Judgment. (ECF No. 59.) Michele is entitled to the \$350,000 contested life
4 insurance policy proceeds and any accumulated interest. Michele is directed to submit
5 a proposed judgment and order addressing the disbursement of the interpleaded funds
6 held by the Clerk of the Court within two weeks of this Order.

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8 **IT IS SO ORDERED.**

9
10 October 7, 2020

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14 **OTIS D. WRIGHT, II**
15 **UNITED STATES DISTRICT JUDGE**
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